

## For High Protein (A241QT) Soybeans (KAAPA)

**Optimum Quality Grains, L.L.C.  
Agreement to Grow Optimum® Soybeans and  
Limited License for Patents and Trade Secrets**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ between \_\_\_\_\_  
(hereinafter "GROWER") and Optimum Quality Grains, L.L.C. (hereinafter "OPTIMUM").  
GROWER and OPTIMUM are experienced and knowledgeable in the business practices involved in the cultivation of soybeans and  
business transactions involving soybeans.

GROWER agrees to grow \_\_\_\_\_ acres of A241QT ("High Protein") soybeans.

The High Protein soybeans are referred to as the ("OPTIMUM SOYBEANS"). GROWER under this Agreement is granted a limited  
license to use the OPTIMUM SOYBEANS to produce an identity preserved grain (the "OPTIMUM GRAIN").

**PRICE:**

The base price shall be the CBOT price when the market is open and trading for the month of delivery using the following schedule:

|                 |          |         |          |       |       |     |
|-----------------|----------|---------|----------|-------|-------|-----|
| Delivery Month: | December | January | February | March | April | May |
| Option Month:   | January  | March   | March    | May   | May   | May |

The GROWER may price any quantity on any day the Chicago Board of Trade is open and trading the selected delivery month  
during the period from June 1st 1998 through June 1st 1999. All OPTIMUM GRAIN must be priced by June 1<sup>st</sup>, 1999. Any grain  
not priced by June 1<sup>st</sup> 1999 will be priced on the CBOT close on June 1<sup>st</sup> 1999.

The Premium shall be \$1.00 per bushel of OPTIMUM GRAIN from High Protein OPTIMUM SOYBEANS.

GROWER agrees to use North Country Seed (hereinafter "ELEVATOR") to establish the base price. ELEVATOR will pay  
GROWER base price plus premium after delivery is completed. If GROWER elects to defer pricing beyond the date when the  
OPTIMUM GRAIN is delivered, then GROWER agrees to sign a Price Later Agreement (Credit Sale Agreement) with  
ELEVATOR.

KAAPA will assess its producers \$0.03 per bu. for administering this program.

North Country Seed Inc. will assess GROWER a \$2.00 per contracted acre fee which will cover the cost of field inspections and bin  
monitoring. The fee will be calculated by taking the number of contracted acres times two dollars. The fee will be subtracted from  
the proceeds of the first sale.

**DELIVERY:**

Delivery occurs when the OPTIMUM A241QT GRAIN is picked up on the farm, with the first \$0.14 of freight paid by the  
GROWER and the rest of the freight paid by OPTIMUM.

The delivery period shall be December 1998 through May 1999. Delivery shall be at the request of the buyer (buyer's call). The  
ELEVATOR shall provide a one week preadvice of the requested delivery.

In the event that OPTIMUM requires an extension in the delivery period past May 31, 1999, the GROWER will be compensated on  
all priced bushels at a rate of one-tenth of a cent per bushel per day from May 31, 1999 until the OPTIMUM GRAIN is called by  
OPTIMUM.

**QUALITY SPECIFICATIONS:**

The OPTIMUM GRAIN shall meet the following physical quality specifications or be subject to ELEVATOR discounts:

|                          |  |
|--------------------------|--|
| Moisture                 | _____13.0%   |
| Maximum Splits           | _____10.0%   |
| Maximum Total damaged    | _____0.5% greater than 0.05% subject to no premium |
| Maximum Heat damaged     | _____0.0% greater than 0.0% subject to no premium  |
| Maximum Foreign material | _____1.0%  |